



## Notice of Service of Process

null / ALL  
Transmittal Number: 20398411  
Date Processed: 09/17/2019

**Primary Contact:** Pamela Beyer  
The Travelers Companies, Inc.  
385 Washington Street, 9275-LC12L  
Saint Paul, MN 55102

---

<b>Entity:</b>	Travelers Casualty Insurance Company of America Entity ID Number 2317367
<b>Entity Served:</b>	Travelers Casualty Insurance Company of America
<b>Title of Action:</b>	Almond Enterprises, LLC vs. Travelers Casualty Insurance Company of America
<b>Document(s) Type:</b>	Citation/Petition
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Harris County District Court, TX
<b>Case/Reference No:</b>	2019-50840
<b>Jurisdiction Served:</b>	Texas
<b>Date Served on CSC:</b>	09/16/2019
<b>Answer or Appearance Due:</b>	10:00 am Monday next following the expiration of 20 days after service
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Personal Service
<b>Sender Information:</b>	Jeffrey W. Gillespie 713-623-6700

---

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

<b>EXHIBIT D</b>
----------------------

SEP 18 2019

M

DELIVERED THIS DAY OF 20

CARLOS E. LOPEZ

CAUSE NO. 201950840

CONSTABLE, PCT 5, TRAVIS COUNTY, TEXAS

BY:

RECEIPT NO.

DEPUTY

0.00

MTA

\*\*\*\*\*

TR # 73651000

PLAINTIFF: ALMOND ENTERPRISES LLC

vs.

DEFENDANT: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA

In The 152nd  
Judicial District Court  
of Harris County, Texas  
152ND DISTRICT COURT  
Houston, TX

CITATION

THE STATE OF TEXAS  
County of Harris

TO: TRAVELERS CASUALTY INSURANCE COMPANY OF AMERICA BY SERVING ITS AGENT  
CORPORATION SERVICE COMPANY  
211 E 7TH ST SUITE 620 AUSTIN TX 78701 - 3218  
Attached is a copy of PLAINTIFFS ORIGINAL PETITION

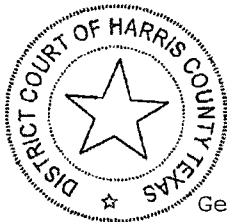
This instrument was filed on the 25th day of July, 2019, in the above cited cause number and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday next following the expiration of 20 days after you were served this citation and petition, a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 26th day of July, 2019, under my hand and seal of said Court.

Issued at request of:  
GILLESPIE, JEFFREY WARREN  
4265 SAN FELIPE SUITE 1100  
HOUSTON, TX 77027  
Tel: (713) 623-6700  
Bar No.: 7926200



*Marilyn Burgess*

MARILYN BURGESS, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
(P.O. Box 4651, Houston, Texas 77210)

Generated By: YARN, HILDA M63//11285076

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at \_\_\_\_\_ o'clock \_\_\_\_ .M., on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Executed at (address) \_\_\_\_\_ in

\_\_\_\_\_ County at \_\_\_\_\_ o'clock \_\_\_\_ .M., on the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, by delivering to \_\_\_\_\_ defendant, in person, a

true copy of this Citation together with the accompanying \_\_\_\_\_ copy(ies) of the Petition

attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FEE: \$ \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_ County, Texas

\_\_\_\_\_  
Affiant

By \_\_\_\_\_  
Deputy

On this day, \_\_\_\_\_, known to me to be the person whose signature appears on the foregoing return, personally appeared. After being by me duly sworn, he/she stated that this citation was executed by him/her in the exact manner recited on the return.

SWORN TO AND SUBSCRIBED BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

2019-50840 / Court: 152

7/25/2019 11:57 AM  
Marilyn Burgess - District Clerk Harris County  
Envelope No. 35424814  
By: Hilda Yarn  
Filed: 7/25/2019 11:57 AM

CAUSE NO. \_\_\_\_\_

ALMOND ENTERPRISES, LLC	)	IN THE DISTRICT COURT OF
	(	
	)	
	(	
	)	
<i>Plaintiff</i>	(	
	)	
vs	(	HARRIS COUNTY, TEXAS
	)	
	)	
TRAVELERS CASUALTY	)	
INSURANCE COMPANY OF	(	
AMERICA	)	
	(	
<i>Defendant</i>	)	_____ JUDICIAL DISTRICT

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Almond Enterprises, LLC, hereinafter called Plaintiff, complaining of Travelers Casualty Insurance Company of America, hereinafter called Defendant, and for cause of action would respectfully show as follows:

I.

This suit is filed pursuant to the provisions of Texas Business And Commerce Code Ann. 17.41 et seq., commonly known as the Deceptive Trade Practices and Consumer Protection Act and hereinafter referred to as the D.T.P.A., and the Texas Insurance Code, Title 5, Subtitle C, Chapter 541 et seq upon the grounds that the acts and practices described herein are prohibited by this statute.

II.

Plaintiff Almond Enterprises, LLC is the owner of an automobile repair facility and is the Insured under the policy made the subject of this suit and does business as Texans Auto Works.

Defendant Travelers Casualty Insurance Company of America is an entity which may be served process by and through its agent Corporation Service Company, 211 East 7th Street Suite 620, Austin TX 78701 -3218.

Written notice of the claims made herein has been given in the manner and form required by DTPA 17.50A and the Texas Insurance Code Title 5, Subtitle C, Chapter Sec. 541.154.

### III.

On or about April 24, 2017, Plaintiff and Defendant entered into an agreement both oral and written in Houston, Harris County, Texas wherein Defendant issued Policy Number 680-2H178081-17-42 wherein Defendant promised to insure and indemnify Plaintiff's garage business from certain losses including but not limited to damage to business property, fine art, valuable papers, vehicles, accounts receivables and the building. Defendant warranted that it would timely pay Plaintiff for the covered and sustained losses. After a discussion of the damages to the business equipment and the need to replace the business equipment Plaintiff was told to replace the damaged equipment and that the costs would be reimbursed as the replacement costs under the policy.

Plaintiff sustained losses to its business equipment and other personal property on or about August 25, 2017 due to Hurricane Harvey.

Plaintiff contends that Defendants breached its warranties of the contract and violated the Consumer Protection Act and the Texas Insurance Code by failing to reimburse Plaintiff for the cost of replacing the business equipment and the other damages sustained and to pay other benefits due under the policy.

Further, Defendant breached the agreement in failing to timely investigate the claim and inform Plaintiff of its rights and benefits. Further, Plaintiff has repeatedly requested information and documents from Defendant concerning this matter and Defendant has wholly failed and refused to provide the requested information and documents.

#### IV.

Further pleading, Defendants engaged in unconscionable action and course of action by taking advantage of Plaintiff's lack of knowledge, abilities, experience, or capacity to a grossly unfair degree, gross disparities in values received by Plaintiff and the consideration paid to the Defendant.

#### V.

The above described statements, representations and misrepresentations, deceptive acts and practices, and breach of warranty of the Defendant were the producing

cause of damages to the Plaintiff. The purpose of this suit is to recover the amount of money, which, if paid now in cash, would fairly and reasonably compensate Plaintiff for such damages. These damages include but are not limited to repayment of the monies spent together with any additional damages as may be determined.

Plaintiff further seeks treble the damages in excess of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) pursuant to Section 17.50 (B1), Texas Business and Commerce Code and Texas Insurance Code, Title 5, Subtitle C, Chapter 541.152 because the violation of the Defendant was knowingly committed.

#### VII.


Plaintiff would further show that because of the conduct of the Defendant, he has been compelled to hire an attorney to represent him herein and he has employed the law firm of Jeffrey W. Gillespie, duly licensed and practicing attorney of the State Bar of Texas with their principal place of business in Houston, Harris County, Texas. Plaintiff seeks recovery against Defendant for reasonable attorney's fees, reasonable in relation to the amount of work expended for professional services rendered prior to, during and subsequent to the trial of this cause, and also the trial of the cause of action herein.

#### VIII.

Plaintiff further requests that he recover prejudgment interest at the maximum rate allowed by law.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that it have judgment against Defendants for the actual damages as herein above stated, together with statutory trebled damages under the Consumer Protection Act and the Insurance Code for the damages in excess of ONE THOUSAND DOLLARS (\$1,000.00) that if found by the trier of fact have been committed knowingly, for punitive and exemplary damages where warranted, for an order in equity ordering that all compensation for services be forfeited because of the breach of duty on the part of the Defendant, for reasonable and necessary attorney's fees as herein being plead, for prejudgment interest at the legal rate, together with post-judgment interest together with all costs of Court and for such other and further relief actual and special, at law and in equity to which Plaintiff may show himself justly entitled to receive and for which he will forever pray.

Respectfully submitted,



Jeffrey W. Gillespie  
Texas Bar No. 07926200

4625 San Felipe

Suite 1100

Houston, Texas 77027

Tel. (713) 623-6700

Fax. (888) 389-8178

Email: jwgill@swbell.net

Attorney for Plaintiff